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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LEESBURG AND  
PROFESSIONAL FIREFIGHTERS OF LEESBURG, IAFF LOCAL 2957**

August 9, 2010

The City of Leesburg (the "City") and Professional Firefighters of Leesburg, Local 2957, IAFF, AFL-CIO-CLC, (the "Union") have agreed to the following changes of Articles 7 and 28 of the existing Collective Bargaining Agreement dated November 25, 2005. All deletions are in strikethrough, and all additions are underlined.

**Article 7**  
**Compensation**

Unit employees shall be paid base compensation within the following ranges.

Fire Fighter: \$ 11.75 per hour (minimum) to \$ 16.98 per hour (maximum)

Fire Fighter/PM \$ 13.54 per hour (minimum) to \$ 18.77 per hour (maximum)

Fire Fighter/Engineer: \$ 13.63 per hour (minimum) to \$ 19.75 per hour (maximum)

FF/Eng/PM: \$ 15.42 per hour (minimum) to \$ 21.53 per hour (maximum)

Fire Inspector \$ \_\_\_\_\_ per hour (minimum) to \$ \_\_\_\_\_ per hour (maximum)

Fire Lieutenant: \$ 16.45 per hour (minimum) to \$ 23.91 per hour (maximum)

Fire Lieutenant/PM \$ 18.24 per hour (minimum) to \$ 25.69 per hour (maximum)

A current City employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

An employee hired into the unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

~~After six (6) months of starting employment, unit employees will be evaluated in writing. Based on such evaluations, such employees will receive a three percent (3%) increase for meeting or exceeding expectations. Thereafter, unit employees will be evaluated in writing annually, and will be eligible for an increase of three percent (3%) for meeting expectations or an increase of three to six percent (3-6%), at the City's sole discretion, for exceeding expectations.~~

If in any fiscal year the City grants a "cost-of-living" increase or a bonus to the entirety of the City's non-union-represented workforce, it shall simultaneously grant the same to the unit employees.



The City's classification and pay plan does not apply to unit employees: base compensation of unit employees is governed exclusively by this Article 7.

Each unit employee shall receive additional shifts of paid time off based on longevity. The days shall be awarded as follows:

- 6 years of service – 1 additional shift
- 10 years of service – 2 additional shifts
- 12 years of service – 3 additional shifts
- 16 years of service – 4 additional shifts

These days shall be used each year and not rolled over to the next calendar year. The days shall be accrued in the employee's FLSA time bank.

~~Effective October 1, 2005 unit employees will receive an increase of 5% of base pay. On or after October 1, 2006, unit employees will receive an increase of 2% of base pay, and on or after October 1, 2007, unit employees will receive an increase of 2% of base pay, each to be effective the first pay period following October 1 of 2006 and 2007.~~

~~During the term of this Agreement, paramedic incentive pay will increase from \$4,300.00 per annum to \$5,000.00 per annum. Paramedic incentive pay shall be \$5,000. To receive such pay, unit personnel assigned as paramedics must maintain their paramedic certifications.~~

For Fiscal Year 2010-2011, no annual raises shall be given. This limitation shall not apply to any one-time bonuses that the City may provide in the future. Performance evaluations shall still be conducted in writing annually.

For Fiscal Year 2011-2012, and until such time as this article is amended, unit employees will be evaluated in writing annually, and will be eligible for an increase of three percent (3%) for meeting expectations or an increase of three to six percent (3-6%), at the City's sole discretion, for exceeding expectations.

## **Article 28** **Seniority**

28.1 Seniority for the purposes of this article shall be by job classification. In any case of layoff, recall, or scheduling of vacation, the following factors shall be considered:

- a. Continuous service with the City.
- b. Ability to perform the work, and
- c. Physical fitness.

When it is determined that factors "b" and "c" above are substantially equal, then continuous service with the City shall govern.

28.2 Continuous service with the City for seniority purposes shall continue to accrue during all types of leave, except that leave of absence without pay for thirty (30) calendar days or more.

28.3 Seniority shall be used only for the purpose of layoff and recall and scheduling vacations.

28.4 In the event of a layoff for any reason at any rank, employees shall be laid off accordance with the factors set forth in Section 28.1. Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace "down bump" an employee in the lower classification in the same department. regardless of that employee's continuous service with the City. ~~An employee may not "down bump" another employee unless he has performed the lower level classification job on a regular basis within the past two (2) years as evidenced by his personnel records~~

28.5 An employee on layoff shall be recalled to an available job accordance with the factors set forth in Section 27.1. The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work to the Human Resources Director and the Chief of the Fire Department. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person shall be terminated for all purposes. ~~The Chief shall fill the vacant position under the promotional article.~~

28.6 An employee shall lose his seniority as a result of the following:

- a. Termination,
- b. Retirement,
- c. Layoff exceeding twelve (12) months, or the number of months of Fire Department service, whichever is less, or
- d. Violation of the provisions of the current City of Leesburg Personnel Policies and the published Leesburg Fire Department Rules and Regulation, Operating Procedures and General Orders and rules and regulations issued by the Chief or his designee where those provisions provide penalties for failure to adhere to them.

28.7 No new employees shall be hired until all laid-off employees have been notified of recall as specified in Article 28.5. Promotion of an employee from one classification to a higher classification may not occur until any employees who were previously in that higher classification but were "down-bumped" are returned to that higher classification.

*Handwritten initials*

Agreed to on August 9, 2010:

CITY OF LEESBURG

By: *Jay M. Evans*  
Jay M. Evans, City Manager

LEESBURG PROFESSIONAL FIREFIGHTERS, LOCAL 2957

By: *Steve Allen*  
Lt. Steve Allen, President